

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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SANTANDER BANK, N. A.,

Plaintiff(s),

-against-

BISON EXPEDITE INCORPORATED d/b/a  
VRZ Trucking and VICTOR H. RAMIREZ a/k/a  
VICTOR HUGO RAMIREZ,

Defendant(s).

**AFFIRMATION IN SUPPORT OF  
REQUEST FOR  
CERTIFICATE OF DEFAULT**  
2:23-CV-06233

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Linda Mandel Gates hereby declares as follows:

1. I am the attorney for the plaintiff, Santander Bank, N.A. in this action.
2. This action was commenced pursuant to 28 U.S.C § 1332 based upon diversity jurisdiction.
3. Defendant, BISON EXPEDITE INCORPORATED d/b/a VRZ Trucking, was served with the Summons and Complaint on September 29, 2023. The time for defendant(s), BISON EXPEDITE INCORPORATED d/b/a VRZ Trucking, to answer or otherwise move with respect to the complaint herein has expired.
4. Defendant(s), BISON EXPEDITE INCORPORATED d/b/a VRZ Trucking, has not answered or otherwise moved with respect to the complaint, and the time for defendant(s) BISON EXPEDITE INCORPORATED d/b/a VRZ Trucking to answer or otherwise move has not been extended.
5. That defendant(s) BISON EXPEDITE INCORPORATED d/b/a VRZ Trucking is not an infant or incompetent. Defendant(s) BISON EXPEDITE INCORPORATED d/b/a VRZ Trucking is not presently in the military service of the United States as appears from facts in this litigation.

6. Defendant(s) BISON EXPEDITE INCORPORATED d/b/a VRZ Trucking is indebted to plaintiff, Santander Bank, N.A., in the following manner. This Action arises from Defendants' defaults under a commercial lending relationship between the Parties. This relationship is reflected by a Promissory Note and Security Agreement executed by the Borrower on or about 11/25/2020 in favor of Santander Bank, N.A., evidencing a loan in the sum of \$284,760.00, with Texas Commercial Promissory Note and Security Agreement Rider (collectively, the "Note"), Schedule 000 ("Schedule 000") (collectively, the Note, Schedule 000, and all other documents executed in connection therewith are referred to as the "Loan Documents"). Beginning on or about January 25, 2023, and continuing thereafter, Borrower defaulted on its obligations to Plaintiff by failing to remit Monthly Payments and other payment obligations under the Loan Documents. By virtue of the foregoing, Borrower is liable to Plaintiff in an amount of \$189,840.00, plus late charges and fees in the amount of \$1,386.50 through May 24, 2023 as set forth in the Complaint, plus interest accruing at the Default Rate of 18% from May 24, 2023.
7. For purposes of entry of a default, the Plaintiff waives Late Charges and attorneys' fees.
8. No relief is being sought against VICTOR H. RAMIREZ a/k/a VICTOR HUGO RAMIREZ at this time.

WHEREFORE, plaintiff, Santander Bank, N.A., requests that the default of defendant(s) BISON EXPEDITE INCORPORATED d/b/a VRZ Trucking be noted and a certificate of default issued.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information and belief, that the amount claimed is justly due to plaintiff, and that no part thereof has been paid.

Dated: January 4, 2024

By: /s/ Linda Mandel Gates  
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